

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Niagara Corporation		09/07/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York, as Second Lien Agent		
Street Address:	Asset Solutions Division		
Internal Address:	600 East Las Colinas Blvd., Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2354605	NIAGARA LASALLE	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	26091-30160		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$40.00 2354605

900058403

TRADEMARK
REEL: 003393 FRAME: 0988

Date:

09/20/2006

Total Attachments: 5

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement and the exercise of any right or remedy against the Collateral by the Agent are subject to the provisions of the Intercreditor Agreement, dated as of September 7, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as First Lien Agent (or its successors and assigns in that capacity), Agent, as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2006, is made by NIAGARA CORPORATION, a Delaware corporation ("Grantor"), in favor of THE BANK OF NEW YORK, as Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 7, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective loans to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NIAGARA CORPORATION,
as Grantor

By: _____



Name: Anthony J. Verkruyse
Title: Vice President, Chief Financial
Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK,
as Agent

By: _____

Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement – Niagara Corporation]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NIAGARA CORPORATION,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK,
as Agent

By: Stephen C. Jerard
Name: **Stephen C. Jerard**
Title: **Vice President**

[Signature Page to Second Lien Trademark Security Agreement – Niagara Corporation]

Schedule 1

<u>Applicant/Registrant Owner, if Different</u> <u>Client Name</u>	<u>Trademark</u> <u>Type</u> <u>Classes</u>	<u>Country</u> <u>Agent</u>	<u>Reg. No.</u> <u>App. No.</u> <u>Prior Reg. No.</u>	<u>Reg. Date</u> <u>Apo. Date</u> <u>TermCalc. Date</u>	<u>Application/Registration</u> <u>Case Status Reason</u>
NIAGARA CORPORATION	Niagara Logo Trademark	Canada	543027 882123	Jun 22, 1998 Mar 26, 2001	Registration Active
Goods: Cold Finished, Drawn, Heat Treated And Chrome Plated Steel Bars.					
NIAGARA CORPORATION	Niagara Logo Community Trademark 06	European Community	859389 859389	Jun 23, 1998 Jun 23, 1998	Registration Active
Goods: Steel And Other Common Metals And Their Alloys; Metal Bars, Rods, Tubes And Sheets. Class 6.					
NIAGARA CORPORATION	NIAGARA LASALLE & LOGO Trademark 06	United States	2354605 75/532390	Jun 06, 2000 Aug 06, 1998 Jun 06, 2000	Registration Active
Goods: Common Metal And Its Alloys In Sheet, Rod, Bar And/Or Billet Form For Use In Further Manufacture. Class 6.					
			Maintenance Action First Renewal Sec 8 - (6Th) Anniv.	Due Date Jun 06, 2010 Jun 06, 2006	Status Due Sec. 8 & 15 Accepted